

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Deutsche Bank Trust Company Americas	FORMERLY Bankers Trust Company	10/19/2006	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Allied Old English, Inc.		
<b>Street Address:</b>	100 MARKLEY STREET		
<b>City:</b>	PORT READING		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07064		
<b>Entity Type:</b>	CORPORATION: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0711605	SAUCY SUSAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(973)530-2225		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	973-530-2025		
<b>Email:</b>	pnussbaum@wolffsamson.com		
<b>Correspondent Name:</b>	Peter Nussbaum		
<b>Address Line 1:</b>	One Boland Drive		
<b>Address Line 4:</b>	West Orange, NEW JERSEY 07052		
<b>NAME OF SUBMITTER:</b>	Peter Nussbaum		
<b>Signature:</b>	/Peter Nussbaum/		
<b>Date:</b>	11/03/2006		

OP \$40.00 0711605

Total Attachments: 20

**900061831**

**TRADEMARK  
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## TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

**THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** (this "Agreement") dated as of October 19, 2006, is between Allied Old English, Inc., a New Jersey corporation (the "Grantor"), and Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company), a New York corporation ("Deutsche Bank").

WHEREAS, the Grantor and Deutsche Bank are parties to a certain Sale Agreement dated February 15, 1990 (the "Agreement"), pursuant to which the Grantor purchased certain assets relating to the "Saucy Susan Products" business from Saucy Susan Products, Inc., which assets include the SAUCY SUSAN trademark, as defined in the Trademark Security Agreement identified below (the "Mark") and the good will of the business of Saucy Susan Products, Inc. associated therewith as well as other related intangible property (the "Assets"); and

WHEREAS, in order to partially secure the Grantor's obligations to Deutsche Bank under the Agreement, the Grantor executed and delivered in favor of Deutsche Bank that certain Trademark Security Agreement dated February 15, 1990 (the "Trademark Security Agreement") pursuant to which the Grantor has collaterally assigned, granted and conveyed to Deutsche Bank a security interest in and to the Mark; and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the "USPTO") on March 5, 1990, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Grantor has paid and satisfied in full all of the Obligations (as defined in the Agreement) and in connection therewith, the parties hereto have agreed to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Termination of Collateral Assignment. The Grantor and Deutsche Bank hereby agree that the Trademark Security Agreement is hereby terminated and deemed of no further force or effect and that each party thereto shall have no further obligation thereunder, except as and to the extent set forth in this Agreement.

2. Release of Security Interest; Assignment of the Mark. Deutsche Bank hereby assigns, grants and conveys back to the Grantor all of its right and title to, and forever discharges and releases its security interest in, the Mark, including all renewals and proceeds thereof, the right to sue for past, present and future infringements thereof,

all rights corresponding thereto throughout the world, together with the goodwill of the business symbolized by the Mark and registrations (if any) thereof.

3. Recording with USPTO. Deutsche Bank hereby authorizes the Grantor to file and record this Agreement with the USPTO.

4. Representations and Warranties. Each party hereto represents and warrants to the other party that (i) it has all requisite power and authority to enter into this Agreement, (ii) the execution, delivery and performance of this Agreement has been fully authorized by all necessary action on its part and does not violate any provision of any agreement, charter, order, judgment or law to which it is a party or by which it or its properties is bound, and (iii) this Agreement constitutes the legal, valid and binding obligation of such party enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency and similar laws affecting the rights of creditors generally and by general principles of equity.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the principles of conflicts of law.

6. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

THE GRANTOR:

ALLIED OLD ENGLISH, INC.

By: 

Name: Fred Ross  
Title: CEO

DEUTSCHE BANK:

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: 

Name: Mark B. Cohen  
Title: Managing Director

By: 

Name:   
Title: SILVIA L. SPEAR  
MANAGING DIRECTOR

**TAB A**

TRADEMARK ASSIGNMENT FOR SECURITY

WHEREAS, ALLIED OLD ENGLISH, INC., a New Jersey corporation, of 100 Markley Street, Port Reading, NJ 07064 ("Assignor") has purchased all of Saucy Susan Products, Inc.'s right, title and interest in and to the trademark SAUCY SUSAN for food sauces, the goodwill of the business symbolized thereby and U.S. Patent and Trademark Office Reg. No. 711,605, among other things, pursuant to a Sale Agreement providing for payment to COWAN, LIEBOWITZ & LATMAN, P.C. ("Assignee"), of 605 Third Avenue, New York, New York 10158 as escrow agent for Bankers Trust Company, of 280 Park Avenue, New York, New York 10017 (the "Bank") and Emanuel L. Adelman, of 17722 Foxborough Lane, Boca Raton, Florida 33498 ("Mr. Adelman") of the purchase price in installments of an Initial Payment, Guaranteed Minimum Royalties and Percentage Royalties, plus interest on any past due balance (the "Debt"); and


WHEREAS, Assignor has entered into a Trademark Security Agreement with the Bank and Mr. Adelman (jointly and severally the "Secured Parties") to secure the full and prompt payment of the Debt;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby further assigns and grants to the Secured Parties a security interest in all of Debtor's right, title and interest in and to (a) the trademark SAUCY SUSAN for food sauces, together with the goodwill for the business symbolized by the mark, the federal registration thereof, Reg. No. 711,605, all other existing and future applications, registrations and records thereof worldwide, and any and all

causes of action which may heretofore or hereafter exist by reason of infringement thereof; (b) all other trademarks, trade names, trade styles, service marks, prints, labels, designs and general intangibles of like nature, on or in connection with which the trademark SAUCY SUSAN has then appeared, together with the goodwill for the business symbolized thereby and any and all existing and future applications, registrations and records thereof worldwide, and any and all causes of action which may heretofore or hereafter exist by reason of infringement thereof; (c) Assignor's know-how, expertise and records relating to the manufacture and sale of the products bearing the aforementioned trademarks, including without limitation, all then most recent ingredients lists, formulas and receipts, laboratory analysis reports, product coding information, cooking procedures, and customer lists; and (d) the proceeds from the licensing or sale thereof in whole or in part (collectively, the "Collateral").

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to this assignment and grant of a security interest in the Collateral are more fully set forth in the Trademark Security Agreement, the terms and conditions of which are hereby incorporated herein by reference as if fully set forth herein.

ALLIED OLD ENGLISH, INC.  
Assignor

By:   
Frederick C. Ross, President





2/15/90

TRADEMARK SECURITY AGREEMENT

AGREEMENT dated as of February 15, 1989 among BANKERS TRUST COMPANY, a New York corporation, with offices at 280 Park Avenue, New York, New York 10017 (the "Bank"); EMANUEL L. ADELMAN, of 17722 Foxborough Lane, Boca Raton, Florida 33498 ("Mr. Adelman"); and ALLIED OLD ENGLISH, INC., a New Jersey corporation, of 100 Markley Street, Port Reading, NJ 07064 ("Debtor").

A. Debtor has purchased at a public sale all of Saucy Susan Products, Inc.'s right, title and interest in and to the trademark SAUCY SUSAN for sauces, together with the goodwill of the business symbolized by the mark and the federal registration thereof, Reg. No. 711,605, among other things, pursuant to a Sale Agreement, being signed simultaneously herewith, providing for payment to CLL, as escrow agent for the Bank and Mr. Adelman, of the purchase price in installments of an Initial Payment, Guaranteed Minimum Royalties and Percentage Royalties, plus interest on any past due balance (the "Debt").

B. The Sale Agreement is conditioned upon the Debt being secured by this Security Agreement.

THEREFORE, it is agreed:

1. Grant of Security Interest. In order to induce the Bank and Mr. Adelman (jointly and severally the "Secured Parties") to enter into the Sale Agreement, and in consideration for the Sale Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, and as collateral security for the full and prompt payment of the Debt, Debtor does hereby assign

and grant to the Secured Parties, a security interest in all of Debtor's right, title and interest in and to (a) the trademark SAUCY SUSAN for food sauces, together with the goodwill of the business symbolized by the mark, the federal registration thereof, Reg. No. 711,605, and other existing and future applications, registrations and recordals thereof worldwide, and any and all causes of action which may heretofore or hereafter exist by reason of infringement thereof; (b) all other trademarks, trade names, trade styles, service marks, prints, labels, designs and general intangibles of like nature, on or in connection with which the trademark SAUCY SUSAN has then appeared, together with the goodwill of the business symbolized thereby, any and all applications, registrations and recordals thereof worldwide and any and all causes of action which may heretofore or hereafter exist by reason of infringement thereof (the items in (a) and (b) collectively, the "Trademarks"); (c) Debtor's know-how, expertise and records relating to the manufacture and sale of the products bearing the aforementioned Trademarks including without limitation, all then most recent ingredients lists, formulas and receipts, laboratory analysis reports, product coding information, cooking procedures, and customer lists; and (d) the proceeds from the licensing or sale thereof in whole or in part (the items in (a), (b), (c) and (d) collectively, the "Collateral").

2. Debtor's Representations, Warranties and Covenants.

Debtor hereby represents, warrants, covenants and agrees as follows:

(a) Except for any rights not acquired by Debtor at the aforementioned public sale, Debtor has the sole, full and clear title to the Trademarks in the United States for the goods and services covered by the registrations thereof and such registrations are and shall remain valid and subsisting and in full force and effect.

(b) Debtor will perform all acts and execute all documents, including, without limitation, assignments for security in form suitable for filing with the United States Patent and Trademark Office, requested by the Secured Parties at any time to evidence, perfect, maintain, record and enforce the Secured Parties' interest in the Collateral or otherwise in furtherance of the provisions of this Agreement, and Debtor hereby authorizes the Secured Parties to execute and file one or more financing statements (and similar documents) or copies thereof or of this Security Agreement with respect to the Collateral.

(c) Except to the extent that the Secured Parties, upon prior written notice from Debtor, shall consent, Debtor (either itself or through licensees) will continue to use the Trademarks in order to maintain the Trademarks in full force, free from any claim of abandonment for nonuse, and Debtor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(d) Debtor will promptly pay the Secured Parties for any and all sums, costs, and expenses which the Secured Parties may pay or incur pursuant to the provisions of this Agreement or in enforcing the Debt, the Collateral or the security interest.

granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel, and reasonable attorneys' fees, all of which together with interest at the rate payable on the Debt shall be part of the Debt and be payable on demand.

(e) In no event shall Debtor, either itself or through any agent, employee, licensee or designee, file an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, unless it promptly informs the Secured Parties, and, upon request of the Secured Parties, executes and delivers any and all assignments, agreements, instruments, documents and papers as the Secured Parties may request to evidence their interest in such Trademark and the goodwill and general intangibles of Debtor relating thereto or represented thereby, and Debtor hereby constitutes the Secured Parties as Debtor's attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Debt is paid in full.

(f) Debtor has the right and power to grant the security interest herein granted; and the Collateral is not now, and at all times will not be, subject to any license, mortgages, assignments, security interests or encumbrances of any nature whatsoever, except in favor of the Secured Parties, and to the best knowledge of Debtor none of the Collateral is subject to any

claim. The preceding sentence does not apply to pre-existing matters, if any, arising out of the activities of the Seller (including without limitation the Public Sale).

(g) As of the date hereof, neither Debtor nor any affiliate or subsidiary thereof has any Trademarks registered in, or the subject of pending applications in, the United States Patent and Trademark Office or any similar notice or agency in any other country or any political subdivision thereof other than as described above.

(h) Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, to maintain each application and registration of the Trademarks, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted under paragraph 2(c) hereof).

(i) Debtor's principal place of business and the place where its records are kept concerning the Collateral are kept at the address given for Debtor at the beginning of this Agreement, and Debtor will not change that principal place of business or remove those records without giving notice to the Secured Parties.

3. Remedies for Default. Upon the occurrence of an Event of Default (whenever used herein, the term "Event of Default" shall mean Debtor's failure to pay any installment of the purchase price or interest pursuant to the Sale Agreement when due,

provided the failure has not been cured within 10 days after Debtor has been given a notice of default), in addition to all other rights and remedies of the Secured Parties whether under law, or otherwise, all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently, without (except as provided herein) notice to, or consent by, Debtor, the Secured Parties shall have the following rights and remedies: (a) Debtor shall cease to make any use of the Trademarks or any mark similar thereto for any purpose immediately upon the Secured Parties' request; (b) the Secured Parties may, at any time and from time to time, upon 10 days' prior notice to Debtor, license on an exclusive or non-exclusive basis, any or all of the Trademarks, throughout the world for such term or terms, on such conditions, and in such manner, as the Secured Parties shall in their sole discretion determine; (c) the Secured Parties may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of Debtor in, to and under any one or more license agreements with respect to the Collateral, and take or refrain from taking any action under any thereof, and Debtor hereby releases the Secured Parties from, and agrees to hold the Secured Parties free and harmless from and against any claims arising out of, any action taken or omitted to be taken with respect to any such license agreement; (d) the Secured Parties may, at any time and from time to time, upon 10 days' prior notice to Debtor, assign, sell, or otherwise dispose of, the Collateral or any of

it, either with or without special or other conditions or stipulations, with power to buy the Collateral or any part of it, and with power also to execute assurances, and do all other acts and things for completing the assignment, sale or disposition which the Secured Parties shall, at their sole discretion, deem appropriate or proper; and (e) in addition to the foregoing, in order to implement the licensing, assignment, sale or other disposition of any of the Collateral pursuant to subparagraph 3(b), (c) or (d) hereof, the Secured Parties may, at any time, pursuant to the authority granted in the Power of Attorney described in paragraph 4 hereof (such authority becoming effective on the occurrence or continuation as hereinabove provided of an Event of Default), execute and deliver on behalf of Debtor, one or more appropriate instruments, in form suitable for filing, recording or registration in any country. Debtor agrees to pay when due all reasonable costs paid or incurred in any such licensing, assignment, sale or other disposition of the Trademarks, including any taxes, reasonable attorneys' fees, travel and other expenses, and all such costs shall be added to the Debt. The Secured Parties may apply the proceeds actually received from any such licensing, assignment, sale or other disposition, against all such costs and then against the Debt, in such order as to principal or interest as the Secured Parties may desire; and Debtor shall remain liable and will pay the Secured Parties on demand any deficiency remaining, together with interest thereon at a rate equal to the rate payable on the Debt and the balance of any expenses unpaid. Nothing herein contained shall be

construed as requiring the Secured Parties to take any such action at any time. In the event of any such license, assignment, sale or other disposition of the Collateral, or any of it, after the occurrence or continuation as hereinabove provided of an Event of Default, Debtor shall supply its know-how and expertise relating to the manufacture and sale of the products bearing or in connection with the Trademarks, and its customer lists and other records relating to the Trademarks and to the distribution of said products, to the Secured Parties or their designee.

4. Power of Attorney. Concurrently with the execution and delivery hereof, Debtor is executing and delivering to the Secured Parties five originals of a Power of Attorney for the implementation of the licensing, assignment, sale or other disposal of the Trademarks pursuant to paragraphs 3(b), (c), (d) and (e) hereof and Debtor hereby releases the Secured Parties from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Secured Parties, under the powers of attorney granted herein other than actions taken or omitted to be taken through the gross negligence or wilful misconduct of the Secured Parties. Each of the Secured Parties will indemnify and hold the other Secured Party harmless against the indemnifying Secured Party's negligent or wilful misconduct.

5. Assignability by the Secured Parties. The Secured Parties may assign this assignment and security interest to the Bank, Mr. Adelman, a third party, or their respective heirs, personal representatives, successors and assigns in whole or in



part, at any time without notice to or the consent of Debtor. Each assignee will thereafter have all of the rights and remedies of the Secured Parties under this Agreement, and the Secured Parties will be relieved of all further obligations under it.

6. Termination of Security Interests. When Debtor has fully paid the Debt, the Secured Parties will execute and deliver to Debtor promptly upon request a termination of the Secured Parties' then existing security interest in the Collateral in a form suitable for recording in each jurisdiction in which it previously was recorded.

7. General. This agreement will benefit and bind the parties and their respective heirs, personal representatives, successors and assigns, contains a complete statement of all arrangements between the parties relating to its subject matter, and supersedes all existing agreements between them relating to its subject matter. This agreement may not be changed orally. The failure of a party to insist upon strict adherence to any term of this agreement on any occasion will not be construed a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this agreement. All waivers must be in writing. If any provision of this agreement is invalid or unenforceable, the balance of this agreement will remain in effect, and if any provision is inapplicable to any circumstance, it will nevertheless remain applicable to all other circumstances. The headings in this agreement are solely for convenience of reference and will not affect its interpretation. This agreement will be governed by and

construed in accordance with the internal substantive laws of the State of New York. Each party consents and agrees that the federal and state courts for New York County will have jurisdiction over it with respect to any dispute or controversy relating to this agreement, and that process may be served on it in accordance with paragraph 8.

8. Notices. All notices under this agreement will be in writing and will be considered given when personally delivered or mailed by prepaid certified or registered mail, return receipt requested to the parties at the respective addresses stated below (or at such other address as a party may specify by notice given to the others).

- (a) Bankers Trust Company  
Attention: Jack H. Weiner, Esq.  
Vice President and Counsel  
280 Park Avenue - 17 West  
New York, NY 10015
- (b) Bankers Trust Company  
Attention: Mr. Christopher M. Ballaban,  
Vice President  
Special Loan Group  
280 Park Avenue - 19 West  
New York, NY 10015
- (c) Cowan, Liebowitz & Latman, P.C.  
Attention: William M. Borchard, Esq.  
605 Third Avenue  
New York, NY 10158
- (d) Mr. Emanuel L. Adelman  
17722 Foxborough Lane  
Boca Raton, FL 33498
- (e) Robinowitz, Colhan & Dubow  
Attention: Seymour Robinowitz, Esq.  
199 Main Street  
White Plains, NY 10601

(f) Allied Old English, Inc.  
Attention: Mr. Frederick C. Ross,  
Chief Executive Officer  
100 Markley Street  
Port Reading, NJ 07064

(g) Orloff, Lowenbach, Stifelman & Siegel  
Attention: Edmund A. Mikalauskas, Esq.  
101 Eisenhower Parkway  
Roseland, NJ 07068

EMANUEL I. ADELMAN  
Secured Party

BANKERS TRUST COMPANY  
Secured Party

By Seymour Robinowitz  
his attorney-in-fact

By \_\_\_\_\_

By \_\_\_\_\_

ALLIED OLD ENGLISH, INC.  
Debtor

By   
Frederick C. Ross, President

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF WESTCHESTER )

On the \_\_\_\_\_ day of \_\_\_\_\_, 199\_, before me personally came SEYMOUR ROBINOWITZ, attorney-in-fact for EMANUEL L. ADELMAN, Secured Party, to me known and known to me to be the individual described in and who executed the foregoing instrument, and duly acknowledged to me that he/she executed the same.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On the \_\_\_\_\_ day of \_\_\_\_\_, 199\_, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she is \_\_\_\_\_ of BANKERS TRUST COMPANY, Secured Party, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name by order of the Board of Directors.

\_\_\_\_\_  
Notary Public

STATE OF NEW JERSEY )  
 ) ss.:  
COUNTY OF ESSEX )

On the 15th day of February, 1990, before me personally came Frederick C. ROSS, to me known, who being by me duly sworn, did depose and say that he/she is president of ALLIED OLD ENGLISH, INC., the corporation described in and which executed the foregoing instrument; and that he/she signed his/~~her~~ name by order of the Board of Directors.

*Irene Gilligan*  
\_\_\_\_\_  
Notary Public

IRENE GILLIGAN  
A NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MAY 16, 1992

Notice: The powers granted by this document are broad and sweeping. They are defined in New York General Obligations Law, Article 5, Title 15, section 5-1502A through 5-1503, which expressly permits the use of any other or different form of power of attorney desired by the parties concerned.

KNOW ALL MEN BY THESE PRESENTS, which are intended to constitute a GENERAL POWER OF ATTORNEY pursuant to Article 5, Title 15, of the New York General Obligations Law:

That, EMANUEL L. ADELMAN,  
residing at No. 17222 Foxborough Lane, Boca Raton, FL 33496,

do hereby appoint SEYMOUR ROBINOWITZ  
residing at No. 5 Little Lane, White Plains, NY 10605,

my attorney(s)-in-fact TO ACT<sup>(1)</sup>

(1) If more than one agent is designated and the principal wishes each agent alone to be able to exercise the power conferred, insert in this blank the word "severally". Failure to make any insertion or the insertion of the word "jointly" will require the agents to act jointly.

In my name, place and stead in any way which I myself could do, if I were personally present, with respect to the following matters as each of them is defined in Title 15 of Article 5 of the New York General Obligations Law to the extent that I am permitted by law to act through an agent:

(Strike out and initial in the opposite box any one or more of the subdivisions as to which the principal does NOT desire to give the agent authority. Such elimination of any one or more of subdivisions (A) to (L) inclusive shall automatically constitute an elimination also of subdivision (M).)

to represent me,  
Emanuel L. Adelman,  
on February 14, 1990  
at the sale of my  
right, title and  
interest in the trade  
mark and goodwill of  
Saucy Susan Products,  
Inc.

To strike out any subdivision the principal must draw a line through the text of that subdivision AND write his initials in the box opposite.

- (A) ~~real estate transactions;~~
- (B) ~~chattel and goods transactions;~~
- (C) ~~bond, stock and commodity transactions;~~
- (D) ~~banking transactions;~~
- (E) ~~business operating transactions;~~
- (F) ~~insurance transactions;~~
- (G) ~~estate transactions;~~
- (H) ~~litigation and litigation;~~
- (I) ~~personal relationships and affairs;~~
- (J) ~~benefits from military service;~~
- (K) ~~records, reports and statements;~~
- (L) ~~full and unqualified authority to my attorney(s)-in-fact to delegate any or all of the foregoing powers to any person or persons whom my attorney(s)-in-fact shall select;~~
- (M) ~~all other matters;~~

*[Handwritten initials and marks in the right margin, including "C.L.A." and "S.R.W."]*

(Special provisions and limitations may be included in the statutory short form power of attorney only if they conform to the requirements of section 5-1503 of the New York General Obligations Law.)

The powers granted under (A) or (B) above are enlarged so that all fixtures and articles of personal property which at the time of such transaction are or which may thereafter be attached to or used in connection with the real property may be included in the deeds, mortgages, agreements and any other instruments to be executed and delivered in connection with real estate transactions and which may be described in said instruments with more particularity.

I will not question the sufficiency of any instrument executed by my said attorney(s)-in-fact pursuant to this power notwithstanding that the instrument fails to recite the consideration therefor or recite merely a nominal consideration; any person dealing with the subject matter of such instrument may do so as if full consideration therefor had been expressed therein.

This power of attorney shall not be affected by the subsequent disability or incompetence of the principal.

IN WITNESS WHEREOF: I have hereunto signed my name and affixed my seal this 9<sup>th</sup> day of January, 1990.

*[Handwritten signature: Seymour Robinowitz]*

*[Handwritten signature: Emanuel L. Adelman]*

(Signature of Principal)  
EMANUEL L. ADELMAN

(Seal)

NOTE: The statute requires that this instrument be duly acknowledged by the principal. No express provision is made for proof by subscribing witness.

(See over for acknowledgment)

FLORIDA,  
STATE OF ~~NEW YORK~~. COUNTY OF *Palm Beach*

SS.

On the *9<sup>th</sup>* day of ~~January~~ *February*, nineteen hundred and eighty-nine,

EMANUEL L. ADELMAN,

to me known to be individual(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same.

*Joan E. Kelly*

JOAN E. KELLY  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APRIL 7, 1989 / 1993

General Power of Attorney  
Statutory Short Form

Title No. \_\_\_\_\_

TO

SECTION

BLOCK

LOT

COUNTY OR TOWN

Recorded at Request of  
Title USA Insurance  
Corporation of New York  
RETURN BY MAIL TO

Standard Form of New York  
Board of Title Underwriters  
Distributed by  
Title USA Insurance  
Corporation of New York

Zip No. \_\_\_\_\_

Reserve This Space For Use Of Recording Office